

To: The Honorable Mayor and City Council

From: Ruby C. Johnson, Purchasing Department 

Date: November 12, 2013

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND CES CONSULTANTS, INC., AS THE CONSULTANT FOR THE PROVISION OF CIVIL ENGINEERING SERVICES IN CONNECTION WITH TWO (2) SANITARY SEWER FORCE MAINS RUNNING ALONG NORTHWEST 12TH AVENUE FROM NORTHWEST 95TH STREET TO NORTHWEST 125TH STREET, IN ACCORDANCE WITH REQUEST FOR QUALIFICATIONS NO. 38-09-10 CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES, IN THE AMOUNT NOT EXCEED ONE HUNDRED NINETY NINE THOUSAND NINE HUNDRED EIGHTY FOUR DOLLARS AND EIGHTY-SEVEN CENTS (\$199,984.87); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

RECOMMENDATION

Staff is recommending that the Mayor and Council authorize the City Manager to enter into an agreement and issue a purchase order in the amount of \$199,984.87 to CES Consultants, Inc for the Civil Engineering Services to complete the North Shore Sanitary Sewer Force Mains running along NW 12th Avenue from NW 95th Street to NW 125th Street.

BACKGROUND

This project is listed as one of the proposed improvements in the City of North Miami State Revolving Fund Matrix. The project consists of the consultant assessing and analyzing the existing 6 inch and 8 inch force mains along NW 12th Ave from NW 95th Street to NW 125th Street. The existing 6 inch and 8 inch force mains are over 40 years old and are in poor condition. Several locations within the corridor have required repair and maintenance work within the past few years. The consultant's purpose is to first produce a Basis of Design Report, providing the City with alternative recommendations

to remove, upgrade, or replace the force mains. Once the path has been established, the consultant is to design and prepare construction drawings for the project.

Completion of this project will yield a new product that will minimize or eliminate any repair work for several decades

This contract is being awarded under RFP 38-09-10 for Continuing Professional Architectural and Engineering Services. This contract has a rotating list of vendors and CES Consultants was the next qualified vendor from this list.

The funding for the project will first come from Sewer Rehabilitation Account. The funds will be replenished from the Clean Water State Revolving Fund (CWSRF). The CWSRF program provides low-interest loans for planning, designing, and constructing facilities.

Attachments

- Resolution
- Agreement
- Proposal

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND CES CONSULTANTS, INC., AS THE CONSULTANT FOR THE PROVISION OF CIVIL ENGINEERING SERVICES IN CONNECTION WITH TWO (2) SANITARY SEWER FORCE MAINS RUNNING ALONG NORTHWEST 12TH AVENUE FROM NORTHWEST 95TH STREET TO NORTHWEST 125TH STREET, IN ACCORDANCE WITH REQUEST FOR QUALIFICATIONS NO. 38-09-10 CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES, IN THE AMOUNT NOT EXCEED ONE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED EIGHTY-FOUR DOLLARS AND EIGHTY-SEVEN CENTS (\$199,984.87); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on June 3, 2010, the City of North Miami (“City”) advertised *Request for Qualifications # 38-09-10, Continuing Professional Architectural & Engineering Services* (“RFQ”), for the purpose of retaining a pool of experienced, licensed and insured architectural and engineering firms to provide on a continuing as-needed, when needed basis, the following areas of specialized services: Architecture, Landscape Architecture, Civil Engineering, Planning and Urban Design, Traffic Engineering and Transportation Consulting, and Water Resource/Water Supply Related Services; and

WHEREAS, the RFQ was undertaken in accordance with Florida’s Consultants’ Competitive Negotiation Act, under Section 287.055, Florida Statutes; and

WHEREAS, in response to the RFQ, CES Consultants, Inc. (“Consultant”) submitted its sealed qualifications for the provision of professional Civil Engineering Services, and was subsequently selected by City administration as having those qualifications and references most advantageous to the City; and

WHEREAS, on September 15, 2010, the Mayor and City Council passed and adopted Resolution No. 2010-88, approving the selection of Consultant for Civil Engineering Services; and

WHEREAS, pursuant to Section 19-146(c) of the City Code of Ordinances, the City is responsible for the repair and maintenance of all force mains within the City water and sewer system, and required to make a diligent effort to inspect and keep such facilities in good repair; and

WHEREAS, the City is in need of professional Civil Engineering Services in connection with two (2) sanitary sewer force mains running along Northwest 12th Avenue from Northwest 95th Street to Northwest 125th Street, to include an assessment and recommendation to either remove, upgrade or replace all or part of the force mains (“Services”); and

WHEREAS, the City administration respectfully requests that the Mayor and City Council authorize the City Manager to execute an agreement, in substantially the attached form, in order to commence Services accordingly.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Authority of City Manager. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to execute an agreement, in substantially the attached form, between the City of North Miami and CES Consultants, Inc., as the Consultant for the provision of Civil Engineering Services in connection with two (2) sanitary sewer force mains running along Northwest 12th Avenue from Northwest 95th Street to Northwest 125th Street, in accordance with *Request for Qualifications No. 38-09-10 Continuing Professional Architectural and Engineering Services*, in the amount not exceed One Hundred Ninety Nine Thousand Nine Hundred Eighty Four Dollars and eighty-seven cents (\$199,984.87).

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of _____, 2013.

LUCIE M. TONDREAU
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Lucie M. Tondreau	_____	(Yes)	_____	(No)
Vice Mayor Scott Galvin	_____	(Yes)	_____	(No)
Councilperson Carol Keys, Esq.	_____	(Yes)	_____	(No)
Councilperson Philippe Bien-Aime	_____	(Yes)	_____	(No)
Councilperson Marie Erlande Steril	_____	(Yes)	_____	(No)

**CITY OF NORTH MIAMI
ARCHITECTURAL & ENGINEERING
CONTINUING SERVICES AGREEMENT
(RFQ #38-09-10; Civil Engineering #000176 Water Resources / Work Order #8)**

THIS PROFESSIONAL ARCHITECTURAL & ENGINEERING CONTINUING SERVICES AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2013, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida (“City”), and **CES Consultants, Inc.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 14361 Commerce Way, Suite 103, Miami Lakes, FL, 33016 (“Consultant”). The City and Consultant shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, on June 3, 2010, the City of North Miami (“City”) advertised *Request for Qualifications # 38-09-10, Continuing Professional Architectural & Engineering Services* (“RFQ”), for the purpose of retaining a pool of experienced, licensed and insured architectural and engineering firms to provide on a continuing as-needed, when needed basis, the following areas of specialized services: Architecture, Landscape Architecture, Civil Engineering, Planning and Urban Design, Traffic Engineering and Transportation Consulting, and Water Resource/Water Supply Related Services; and

WHEREAS, the RFQ was administered in accordance with the State of Florida’s Consultants’ Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, in response to the RFQ, Consultant submitted its sealed qualifications for the provision of professional Civil Engineering Services, and was subsequently selected by City administration as having those qualifications and references most advantageous to the City; and

WHEREAS, on September 15, 2010, the Mayor and City Council passed and adopted Resolution No. 2010-88, approving the selection of Consultant for the provision of Civil Engineering services; and

WHEREAS, the City is in need of professional Civil Engineering Services in connection with two (2) sanitary sewer force mains running along Northwest 12th Avenue from Northwest 95th Street to Northwest 125th Street, to include an assessment and recommendation to either remove, upgrade or replace all or part of the force mains; and

WHEREAS, on _____, _____, 2013, the Mayor and City Council passed and adopted Resolution Number R-2013-____, authorizing the City Manager to enter into this Agreement with Contractor for the provision of Civil Engineering Services, as more particularly described in the Contract Documents (“Services”).

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 The City's *Request for Qualifications No. 38-09-10, Continuing Professional Architectural and Engineering Services*, attached hereto by reference;

2.1.2 Consultant's response to the RFQ ("Qualifications"), attached hereto by reference;

2.1.3 Consultant's fee proposal and Project Scope of Work with corresponding Exhibits for Civil Engineering Services, dated September 26, 2013 ("Proposal"), attached hereto as Exhibit "A";

2.1.4 Any additional documents which are required to be submitted by Consultant under this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

2.2.3 The RFQ.

2.3 The Parties agree that Consultant is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFQ prior to Consultant submitting its Qualifications or the right to clarify same shall be waived.

ARTICLE 3 - TERM

3.1 Subject to authorized adjustments, the Term of this Agreement shall a period of two (2) years commencing October 15, 2013, through October 14, 2015, unless terminated earlier by the City. Consultant agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the Consultant and the acceptance of Services by the City.

3.2 Minor adjustments to the time for performance which are approved in writing by the City in advance, shall not constitute non-performance by Consultant. Any impact on the time for

performance shall be determined and the time schedule for completion of Services will be modified accordingly.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform Services or any portion thereof, the City may request that the Consultant, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Consultant's ability to perform in accordance with terms of this Agreement. In the event that the Consultant fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 - COMPENSATION

4.1 Consultant shall be paid an amount not to exceed One Hundred Ninety Nine Thousand Nine Hundred Eighty Four Dollars and eighty-seven cents (\$199,984.87) as full compensation for Services, pursuant to Contract Documents. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Consultant.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Consultant agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Consultant shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 One or more changes to the Services within the general scope of this Agreement may be ordered by Change Order. A Change Order shall mean a written order to the Consultant executed by the Parties after execution of this Agreement. The Consultant shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Agreement.

5.3 Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Consultant is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Consultant is duly authorized to execute same and fully bind Consultant as a Party to this Agreement.

5.4 Consultant agrees and understands that: (i) any and all subconsultants used by Consultant shall be paid by Consultant and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subconsultants for any of the work related to this Agreement shall be borne solely by Consultant. Any work performed for Consultant by a subconsultant will be

pursuant to an appropriate agreement between Consultant and subconsultant which specifically binds the subconsultant to all applicable terms and conditions of the Contract Documents.

5.5 Consultant warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Consultant at its own cost, whether or not specifically called for.

5.6 Consultant warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade County agencies, or other regulatory agencies as are applicable, to bring the project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Consultant. In such event, the City shall pay Consultant compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Consultant for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 Consultant, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Consultant shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 8 - DEFAULT

8.1 In the event the Consultant fails to comply with any provision of this Agreement, the City may declare the Consultant in default by written notification. The City shall have the right to terminate this Agreement if the Consultant fails to cure the default within ten (10) days after receiving notice of default from the City. If the Consultant fails to cure the default, the Consultant will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Consultant shall return such sums due to the City within ten (10) days after notice that such sums are due. The Consultant understands and agrees that termination of this Agreement under this section shall not release Consultant from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - ENGINEER'S ERRORS AND OMISSIONS

9.1 Consultant shall be responsible for technically deficient designs, reports, or studies due to Consultant's errors and omissions, and shall promptly correct or replace all such deficient design work without cost to City. The Consultant shall also be responsible for all damages resulting from such errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

ARTICLE 10 - INDEMNIFICATION

10.1 Consultant agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Consultant, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, caused by or arising out of Consultant's negligence within the scope of this Agreement, including all costs, reasonable attorneys fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

10.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 11 - INSURANCE

11.1 Prior to the execution of this Agreement, the Consultant shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Consultant under this Agreement. Consultant shall not commence work under this Agreement until after Consultant has obtained all of the minimum insurance described in the RFQ and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Consultant shall not permit any subconsultant to begin work until after similar minimum insurance to cover subconsultant has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Consultant shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Consultant shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

11.2 All insurance policies required from Consultant shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS

12.1 All documents developed by Consultant under this Agreement shall be delivered to the City by the Consultant upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Consultant agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes. In the event the Agreement is terminated, Consultant agrees to provide the City all such documents within 10 days from the date the Agreement is terminated.

12.2 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Consultant pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Consultant for any other purposes whatsoever without the written consent of the City.

ARTICLE 13 - NOTICES

13.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Consultant: CES Consultants, Inc.
Attn: Luciano Perera, V.P.
14361 Commerce Way, Suite 103
Miami Lakes, FL, 33016
Phone: (305) 827-2220
Fax: (305) 827-1121

For the City: City of North Miami
Attn: City Manager
776 N.E.125th Street
North Miami, Florida 33161

With copy to: City of North Miami
Attn: City Attorney
776 N.E.125th Street
North Miami, Florida 33161

13.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

13.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

14.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

14.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

14.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

14.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

14.6 The City reserves the right to audit the records of the Consultant covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

14.7 The Consultant agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

14.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

14.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

14.10 The professional Services to be provided by Consultant pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

14.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

14.12 The Consultant agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

14.13 All other terms, conditions and requirements contained in the IFB, which have not been modified by this Agreement, shall remain in full force and effect.

14.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual

attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

14.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST: CES Consultants, Inc., a Florida for-profit corporation
Corporate Secretary or Witness: **"Consultant"**:

By: _____ By: _____

Print Name: _____ Print Name: _____

Date: _____ Date: _____

ATTEST: City of North Miami, a Florida municipal Corporation:
"City"

By: _____ By: _____
Michael A. Etienne Stephen E. Johnson
City Clerk City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Regine M. Monestime
City Attorney



September 26, 2013

Mr. George Balaban, P.E.
Senior Civil Engineer
City of North Miami
Public Works Department
1815 NE 150 Street
North Miami, Florida 33181

SENT VIA E-MAIL

Engineering
&
Design Services

**Re: CITY OF NORTH MIAMI
RFQ 38-09-10 CONTINUING ARCHITECTURAL AND ENGINEERING SERVICES
Project: Engineering Design Services in connection with two (2) existing force
mains running along NW 12th Avenue, from NW 95th St to NW 125th Street
Proposal Revision 2**

Construction
Management

Dear Mr. Balaban,

Inspection
Services

We are pleased to submit a fee proposal in the lump sum amount of \$199,984.87 to provide Engineering Design Services for the above referenced Project.

Enclosed, you will find a detailed Project Scope of Work with accompanying cost breakdown and schedule.

Geotechnical &
Materials Testing
Services

Thank you for the opportunity to present this proposal for your consideration and we look forward to working with you real soon. If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,

Debris Monitoring
&
Removal

CES CONSULTANTS, INC.

Luciano Perera
Vice President

Construction

Jp/LOP

Enclosures: As stated

Cc: Rudy M. Ortiz, P.E., C.G.C.
Jose Compres, P.E.
Norma Alvarez, P.E.
File

14361 Commerce Way,
Suite 103
Miami Lakes, FL 33016
Ph: (305) 827-2220
Fx: (305) 827-1121
www.cesconsult.com

CES CONSULTANTS, INC.



September 26, 2013
Revision 2

CITY OF NORTH MIAMI

RFQ 38-09-10 CONTINUING ARCHITECTURAL AND ENGINEERING SERVICES

PROJECT SCOPE OF WORK: Engineering Services in connection with two (2) Force Mains running along NW 12th Avenue from NW 95th Street to NW 125th Street

SECTION 1 – INTRODUCTION

The City of North Miami (the “City”) has been experiencing several force main breaks in two (2) of its existing force mains running along NW 12th Avenue, from 95th St to 125th Street (each approximately two (2) miles in length), consisting of 4”, 6” 8” & 10-inch Force Main (FM) of varying materials. Most of the area along this route is Residential.

SECTION 2 – PROJECT DESCRIPTION

The City has retained CES Consultants Inc. (“CES”) to provide the following services in connection with the abovementioned force mains:

- Conduct preliminary design services to include pipeline assessment and Basis of Design Report (BODR) to provide the City with alternative recommendation(s) to either remove, upgrade, or replace all of part of the force mains; and
- Provide Design, Permitting, Bid & Award, and limited Construction Phase Services on the City’s chosen alternative.

SECTION 3 – PROCUREMENT METHOD FOR CONSTRUCTION

The Construction Procurement Method to be utilized by is City is yet To Be Determined (TBD).

SECTION 4 – PROJECT SCHEDULE

The services to be rendered by CES for each section of the work will commence upon receipt of a written Task Order Authorization To Proceed from the City and be completed within the time stated said Authorization To Proceed.

SECTION 5 – SCOPE OF WORK AND DELIVERABLES

The following deliverables make up the complete Scope of Services:



Task 1.0 Preliminary Design Phase

During this Phase CES will provide the following services relevant to the existing two (2) force main system:

- ✓ Attend a Kick-off meeting and prepare Draft Meeting Minutes;
- ✓ Collect all data (pressure monitoring, scada information for all pumps, pump curves, surveying and video monitoring as-builts, etc.) needed for a complete assessment.
- ✓ Review and analyze Site Survey procured and provided by the City;
- ✓ Produce a Geotechnical investigations report;
- ✓ Conduct field observations (one site visit included);
- ✓ Visit field accompanied by City Engineer and document field conditions (one visit included);
- ✓ Document field conditions with photographs;
- ✓ Provide coordination with recent and future projects to avoid conflicts and repetitious construction where applicable (e.g. City of North Miami, DERM, MDPW, MDWASD, FDOT, etc.). CES will send one request for information per agency and will follow up with the designated contact person. Information received before the BODR submittal will be included in the BODR. Information received after the BODR submittal will be included in the next submittal;
- ✓ Run computer modeling considering future flow projections, system pressures and condition assessment of the pipes; and
- ✓ Produce a Basis of Design Report (BODR) providing the City with alternative recommendation(s) to remove, upgrade, or replace the force mains, or parts thereof. Each alternative will be accompanied with a preliminary cost estimate.

Task 2.0 Construction Documents

The design and preparation of construction drawings for the Project will include incidental utility relocations, roadway improvements and resurfacing (inclusive of pavement markings, striping and other incidental appurtenances.

Construction Drawings will be delivered to the City at the 30, 90 and 100% Design completion stages.

Task 2.1 30% Design Submittal

The 30% submittal will include the following information:

- ✓ Pavement repair or pavement reconstruction requirements and proposed pavement resurfacing limits;
- ✓ Utility conflicts and document information on utility survey status sheet with corresponding back-up information;
- ✓ Profile elevation of the top of pipe and finish grade every 100 feet;
- ✓ Existing and proposed valve types and locations;
- ✓ Proposed horizontal alignment (plan view, baseline and stations at 100 foot intervals);



- ✓ Location of existing and proposed sewer laterals and/or water services (on plan view);
- ✓ Location of tie-ins to existing system (on plan view);
- ✓ Location of other connections into the proposed system (on plan view);
- ✓ Show center line of survey, utilities, right of ways, property lines and easements on drawings;
- ✓ Identify abandonment locations for existing force mains to be abandoned;
- ✓ Maintenance of Traffic (MOT) -- FDOT, municipalities, departments and / or agencies MOT requirements and traffic control; prepared by appropriately certified staff;
- ✓ Cover sheet, table of contents, standard details, project location, legend symbols, plan and profiles, etc.;
- ✓ Detailed permitting requirements;
- ✓ Schedule for permit applications and estimated time for approvals;
- ✓ Detailed statement of probable construction cost;
- ✓ Submit horizontal alignment to Public Works for Dry-Run Approval;
- ✓ Site Survey (provided by City);
- ✓ Attend (one) submittal review meeting and prepare draft meeting minutes; and
- ✓ Provide Four (4) sets of hard copies 30% plans, and one (2) electronic copies – one AutoCAD and one PDF.

Task 2.3 90% Design Submittal

The 90% submittal will include the following information:

- ✓ Include comments from 60/30% submittal review;
- ✓ Revised and/or final alignment (horizontal and vertical drawings)
- ✓ Final MOT--FDOT, municipalities, departments and / or agencies MOT requirements and traffic control; prepared by appropriately certified staff;
- ✓ Cover sheet, table of contents, standard details, symbols, plan and profiles, etc.;
- ✓ Construction schedule;
- ✓ Completed permit applications for review (permit Dry-Run submittal);
- ✓ Updated detailed statement of probable construction cost estimate, based on bid items in the standardized proposal (the City to supply the format and previous bid prices);
- ✓ List of materials and corresponding to cost estimates;
- ✓ Attend (one) submittal review meeting and prepare draft meeting minutes;
- ✓ Provide Four (4) sets of hard copies 90% plans, and
- ✓ Two (2) electronic copies – one AutoCAD and one PDF

The complete bid package will be submitted as part of the 90% design submittal as per City Standards and will include, but not be limited to the following information:

- ✓ **Front-End Documents** – CES is responsible for identifying the relevant front-end documents. The sample or standard front-end document, including the General Conditions is to be provided by the City. CES will insert the relevant bid information into the standard document, for the City to print and distribute.



- ✓ **Technical Specifications including but not limited to the following:**
 - Scope of work
 - Special Project procedures
 - Sequence of construction and general Information
 - Measurement and payment (specific to all items included in proposal)
 - Others as required

Task 2.4 Permitting

CES will prepare the permit packages and obtain applicable signatures once the 90% submittal (permit dry run submittal) has been reviewed and approved. The checks for the permit fees from the different agencies are to be provided by the City as described below. CES will submit the permit packages and checks to the respective permitting agencies and respond to any RFIs the agencies may have. The submittal of the Permit Package will include Four (4) copies and the following information:

- ✓ Revised 90% drawings and specifications signed and sealed by CES;
- ✓ Traffic Control or MOT should appear in the drawings;
- ✓ Or Traffic Control or MOT separate from set of drawings and in 11" X 17";
- ✓ Required support Information to support permit request;
- ✓ Completed permit applications for each agency signed and sealed by CES;
- ✓ Tracking sheet with indication of dates of submittal of each application and approval or comments from the corresponding agency; and
- ✓ Incorporate revisions requested by the permitting agencies.

Task 2.5 100% Design Submittal (Final)

The 100% submittal will include the following items:

- ✓ Include comments from 90% submittal review and permitting agencies - Final Drawings, four (4) copies;
- ✓ All permits approved by required agencies;
- ✓ Final Construction Schedule;
- ✓ Final detailed statement of probable construction cost; and
- ✓ Bid Package containing:
 - Approved 100% construction drawings, four (4) copies
 - Master specifications book (original not bound)
 - CD with 100% construction drawings
 - CD with master specifications book.

Task 2.6 Bid and Award Support

Limited Bid and Award support services include the following items:

- ✓ Prepare bid tabulation sheet;
- ✓ Attend one (1) pre-bid meeting, present the Project and prepare draft meeting minutes;
- ✓ Check references of the three (3) lowest bidders;



- ✓ Issue the City a recommendation of contract award to the lowest responsive and responsible bidder;
- ✓ Attend one (1) pre-construction meeting;
- ✓ Respond to reasonable Request for Information (RFI); and
- ✓ Review Shop Drawings Submittals.

Task 2.7 Limited Construction Phase Services

Assuming a six (6) month construction period:

- ✓ Attend one (1) pre-construction meeting;
- ✓ Respond to Reasonable Request For Information (RFI);
- ✓ Review Shop Drawings;
- ✓ Plan revisions during construction (if required);
- ✓ Attend progress review meetings, total of Six (6); and
- ✓ Review testing records and inspect the work as necessary to certify and close permits as required by governing agencies having jurisdiction.

SECTION 6 – DESIGN PROPOSAL ASSUMPTIONS

The estimates for this proposal will include the following:

- ✓ The City will independently procure and furnish CES with Full Route Site Surveys;
- ✓ Project Schedule assumes a two (2) week turn around on City review of design submittals;
- ✓ The City to supply the Construction Cost Estimate format and previous bid prices;
- ✓ Implementation of an internal quality assurance / quality control (QA/QC) process to ensure proper design and adherence to all applicable standards;
- ✓ Application of City latest standard form, construction contract, standard design details, and design criteria and policies for use in completing the construction package (Latest standards supplied by City);
- ✓ CES will request as-built record plans from City or other utilities as necessary;
- ✓ The City will be responsible for all permit fees;
- ✓ Soft digs are not part of this Scope of work; and
- ✓ Video Monitoring is not part of this Scope of work.

SECTION 7 – PROPOSED PROJECT COST

For a detailed breakdown of proposal for abovementioned services, please refer to Attachment A provided here as part of this proposal.

(See attached)

BREAKDOWN OF PROPOSAL

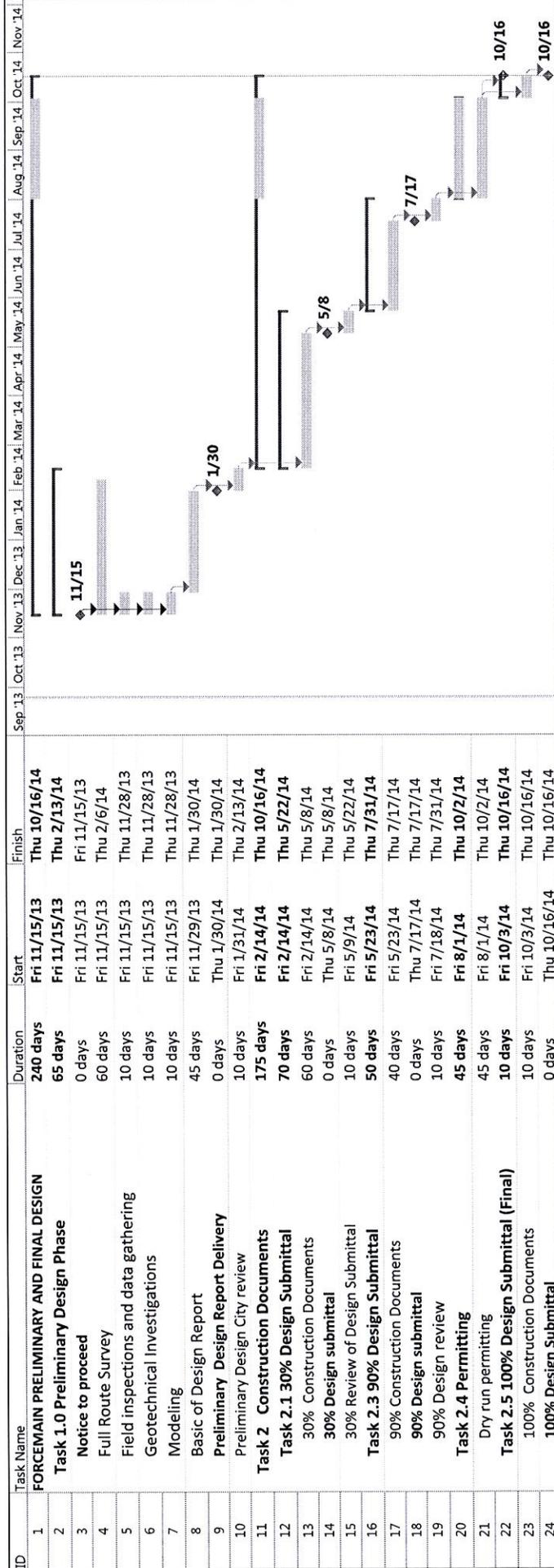
ATTACHMENT A

Page 6 of 10

CITY OF NORTH MIAMI
RFQ 38-09-10
PROJECT SCOPE OF WORK
TWO FM - NW 12 AVE, FROM NW 95 ST TO NW 125 ST
Rev. 2 September 26, 2013



**RFQ 38-09-10 CONTINUING ARCHITECTURAL AND ENGINEERING SERVICES.
Design, Permitting and limited Construction Services: FM along NW 12th Ave. from NW 95th St. to 125th St.**



Task	Project Summary	Manual Task	Start-only	Deadline
Task				
Split				
Milestone				
Summary				



ATTACHMENT B
PROJECT SCHEDULE

(See attached)



ATTACHMENT C

GEOTECHNICAL SERVICES REQUIREMENTS

Scope

Standard Penetration Test (SPT) borings, to depths of 15 feet below the existing ground surface. Sampling of the test borings conducted in general accordance with standard procedures.

Traffic Control

Coordinate field work to minimize traffic interruptions.

Provide flagmen, barricades, variable message boards and/or directional arrows, if needed, to allow continuous traffic flow.

Provide any necessary permits from FDOT, City or County to comply with Index 600 Series of the FDOT Roadway and Traffic Design Standards.

Laboratory Evaluations

Conduct moisture and organic content tests and classification tests (i.e. grain size analysis, #200 sieve wash) shall be performed on representative split-barrel samples to aid in classification as required.

Visually classify soil samples in general accordance with the Unified Soil Classification System (USCS).

Engineering Analysis and Report

Provide a report signed and sealed by a Professional Engineer registered in the state of Florida containing the following:

- A brief review of test procedures and the results of testing conducted;
- A summary of the area and site geologic conditions;
- Review of the county soil survey map and USGS geological maps;
- Assessment of the suitability of on-site soils for use as structural fill;
- Backfill placement recommendations;
- Provide soil design parameters (i.e. unit weights, angle of friction and earth pressure coefficients, where applicable) for design of temporary shoring system. The soils parameters shall be estimated from the results of the test borings and based on experience with soil/rock conditions in South Florida;
- Anticipation of groundwater control; and
- Review field data, and then evaluate said data to provide recommendations for pipe installation and excavations based on the anticipated construction and boring results. Recommendations shall include shoring and shielding procedures, trench backfill and groundwater considerations.

Provide two (2) bound and one (1) unbound copies of the geotechnical exploration report.



ATTACHMENT D

SITE SURVEY REQUIREMENTS (by Owner)

Scope

- A. The full route survey will include all intersections. The survey at the intersections will extend 50 feet beyond the points of curvature (point at which right-of-way lines intersect).
- B. Boundary information will include right-of-way lines, subdivision lines, section lines, lot lines, base lines and easement lines as required by the project. The surveyor will gather boundary line data from the right-of-way maps, City of North Miami, MDWASD and utility easement records. The surveyor will depict and label boundary data on the plans for informational purposes only. The surveyor will not perform a boundary survey.
- C. Survey Procedure for Horizontal and Vertical Control
 1. Survey stationing goes from south to north and from west to east (if a pipeline project). Stationing should be tied to established monumented lines. The surveyor must tie baseline or centerline to section corners, or to monument lines or to right-of-way lines at intersection (if a pipeline project).
 2. Survey is to be performed in State Plane Coordinate System.
 3. The surveyor must reference points along the survey line to perpetuate the alignment. Whenever possible, the reference points should be established at right angles to the survey base line and at intervals no longer than 1,400 feet. Show reference points on construction plans at intersection (if a pipeline project).
 4. Establish the centerline of side streets. Set nail and disc. Give station equation and angle turned. Show on plans (if a pipeline project).
 5. Show all curve data (horizontal) on plans. Set points of curvature and points of tangency in the field, reference the P.C. and P.T. or P.I. (if a pipeline project). This information may be shown in tabular form and written inside the drawing.
 6. Tie easement lines to the baseline; give station and angle turned (if a pipeline project).
 7. Set centerline or base line stations every 100 feet on the ground using iron rods in dirt area or P.K. nails on asphalt (if a pipeline project), and show elevation of set points.
 8. On vertical control refer to the datum used (i.e. NGVD29). The Department will allow the use of an assumed datum only with permission in writing and under no circumstance will the elevation assumed be less than 100.00.



ATTACHMENT D (Continued)

9. The surveyor will establish bench marks and temporary bench marks (T.B.M.) throughout the project at approximately 1,000 foot intervals (if a pipeline project). Show information on plans.
 10. Tie the centerline to the baseline, if different, to each other (if a pipeline project).
 11. Tie proposed pipe to centerline or baseline not to right-of-way line. The surveyor will tie the right-of-way line to the centerline or the baseline (if a pipeline project).
 12. Show all survey information on plans.
 13. Show all points of intersections and deflection angles. Bearings can substitute angles (if a pipeline project). Include basis of bearings on plans (plat, township, etc.)
- D. Topographic information gathered will include the following:
1. Horizontal and vertical location of visible fixed improvements within project limits.
 2. Location of trees with 3-inch diameter trunks or larger.
 3. Rim, top and invert elevations of all existing sanitary sewers' manholes, pump wet and dry wells, drainage culverts, manholes and catch basins.
 4. Locate project site centerline low and high points with elevations.
 5. Cross-sections elevations at approximately one hundred (100) foot stations of the applicable features (if a pipeline project).
 - a. The centerline of the roadway
 - b. Edge of the pavement
 - c. Top of shoulder
 - d. Bottom of shoulder
 - e. The centerline of swale
 - f. Gutter
 - g. Top of the curb
 - h. Back of the sidewalk
 - i. Right-of-way line
 - j. Low points
 - k. Medians
 6. Any abrupt changes in grades immediately beyond the limits of the project.

The Registered Surveyor will submit to the Owner, an AutoCAD Version 2004 or newer drawing file, four (4) signed and sealed survey plans of the project site at 1-inch equals 40-foot scale. The design consultant will prepare preliminary and final designs based on this survey.